

Kristen Clarke, Assistant Attorney General
Sameena S. Majeed, Chief
Tim Moran, Deputy Chief
Noah Sacks, Trial Attorney
United States Department of Justice
4 Constitution Square
150 M St., NE Suite 800
Washington, DC 20530
Tel: (202) 305-1901
Fax: (202) 514-1116
noah.sacks@usdoj.gov

L. Robert Murray, United States Attorney
Jeremy Gross, Assistant United States Attorney (WY Bar# 7-5110)
Post Office Box 668
Cheyenne, WY 82003-0668
Tel: (307) 772-2124
Fax: (307) 772-2123

Attorneys for Plaintiff United States of America

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

UNITED STATES OF AMERICA,

Plaintiff,

v.

KAREN AND DOUGLAS MIYAMOTO,

Defendants.

Case No. 0:22-cv-00070-SWS

CONSENT ORDER

The United States of America alleges as follows:

I. INTRODUCTION

1. The United States filed a Complaint in this action on March 24, 2022 to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (the “Fair Housing Act”), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 to 3631 (the “Civil Action”). Paulina Gurevich, the Complainant, alleges the Defendants Karen and Douglas Miyamoto denied her the reasonable accommodation of an assistance animal and discriminated against her based on disability in violation of the Fair Housing Act.

2. At all times relevant to the Complaint, Defendants owned the residential rental property located at 1014 Flint Street, Laramie, Wyoming 82072 (the “subject property”). Defendant Karen Miyamoto manages the property.

3. On or about September 14, 2020, Ms. Gurevich filed a complaint with the U.S. Department of Housing and Urban Development (“HUD”), alleging that Defendants discriminated against her based on her disability and that Defendants failed to grant a reasonable accommodation to their “no pets” policy to allow her to rent an apartment and reside there with her assistance animal.

4. As required by the Fair Housing Act, 42 U.S.C. § 3610(a) and (b), the Secretary of HUD investigated the complaint made by Ms. Gurevich, attempted conciliation without success, and prepared a final investigative report. Based on information gathered in the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g), determined that reasonable cause exists to believe that illegal discriminatory housing practices occurred. On June 11, 2021, the Secretary issued a Determination of Reasonable Cause and Charge of Discrimination pursuant to 42 U.S.C. § 3610(g), and charged the Defendants with discrimination under the Fair Housing Act.

5. On June 25, 2021, Ms. Gurevich elected to have the claims asserted in HUD's Charge of Discrimination resolved in a federal civil action pursuant to 42 U.S.C. § 3612(a). The Secretary subsequently authorized the Attorney General to file this action on behalf of Ms. Gurevich, pursuant to 42 U.S.C. § 3612(o).

6. The Plaintiff and Defendants (collectively "the parties") agree that, to avoid costly and protracted litigation, the claims against Defendants should be resolved without further proceedings or a trial. Nothing in this Consent Order shall be deemed to constitute an admission of liability or any wrongdoing on the part of Defendants Karen and Douglas Miyamoto. This Consent Order resolves all claims in the Complaint against Defendants.

II. GENERAL INJUNCTION

It is hereby STIPULATED, ADJUDGED, and ORDERED as follows:

7. This Court has jurisdiction over the subject matter of the action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o).

8. Defendants, their agents, their employees, and all others in active concert or participation with them, will not discriminate on the basis of a disability as prohibited by the FHA, and are hereby enjoined from:

- a. Discriminating in the rental of, or otherwise making unavailable or denying, a dwelling to any buyer or renter because of a disability or because of the disability of someone associated with the buyer or renter, in violation of 42 U.S.C. § 3604(f)(1);
- b. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such a

dwelling, because of a disability, or because of the disability of someone associated with that person, in violation of 42 U.S.C. § 3604(f)(2);

- c. Refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B); and
- d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of any person having exercised or enjoyed, or on account of any person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Sections 3604, 3605, or 3606 of the FHA, in violation of 42 U.S.C. § 3617.

III. MANDATORY EDUCATION AND TRAINING

9. Within 60 days of the entry of this Consent Order, Defendant Karen Miyamoto and Defendants' employees and/or agents who have management or administrative duties with respect to the sale, leasing, or rental of housing at the subject property shall attend, at the Defendants' expense, a training program regarding the Fair Housing Act, including in particular the FHA's prohibitions against disability discrimination. The training may be conducted virtually. The training shall be conducted by a qualified third party, approved in advance by the United States, and unconnected to the Defendants, their employees, agents, or counsel.

10. Any new employees hired to work with or for Defendants who will perform management or administrative duties with respect to the sale, lease, or rental of housing at the

subject property will attend fair housing training within 30 days of the start of their employment. The Defendants shall bear the costs associated with this training.

11. All persons required under Paragraphs 9-10 to attend training shall, within 14 days of completing the training, certify that they have participated in the educational training program, and that they understand and acknowledge their duties and responsibilities under this Consent Order and the federal Fair Housing Act. Such certification shall take the form of Appendix A to this Consent Order.

IV. NONDISCRIMINATION POLICY

12. Within 30 days of the entry of this Consent Order, Defendants shall post and prominently display within the subject property's rental offices and in a prominent location on the premises of the subject property a sign no smaller than 11 inches by 14 inches indicating that all units are available for sale, lease, or rental on a nondiscriminatory basis. An 11-by-14 inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Defendants may use HUD Form 928, copies of which are available free of charge by calling HUD directly at 800-669-9777, or online at <https://www.hud.gov/sites/documents/928.1.PDF>.

13. Defendants shall ensure that any new advertising for the subject property in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and any signs, pamphlets, brochures, rental applications, leases, and other promotional literature includes a fair housing logo, the phrase "Equal Housing Opportunity Provider," and/or the following sentences:

"We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, religion, sex, disability, familial status, or national origin."

V. POLICY CONCERNING REQUESTS FOR ASSISTANCE ANIMALS

14. Within 30 days of the entry of this Consent Order, Defendants shall adopt the reasonable accommodation policy (the “New Policy”) set forth in Appendix B for implementation at all dwellings owned or managed by Defendants.

15. The New Policy, once adopted, shall supersede all existing policies, procedures, and resolutions concerning or affecting approval of reasonable accommodations at dwellings owned or managed by Defendants.

16. Within forty-five (45) days after the date of entry of this Consent Order, Defendants shall notify in writing each resident of dwellings owned or managed by Defendants of the adoption and implementation of the New Policy. Notice shall be sent via first-class mail, postage prepaid, to each tenant of the properties.

17. No later than fourteen (14) days after adoption of the New Policy, Defendants shall apprise each of their employees, agents, and any other persons responsible for the rental of units at a dwelling owned or managed by Defendants of each person’s obligations under this Consent Order, including but not limited to the New Policy, and under the Fair Housing Act, 42 U.S.C. §§ 3601-3631. Defendants shall furnish each such employee, agent, or other person with a copy of this Consent Order. Each employee, agent, or other person covered by this paragraph shall sign a statement in the form of Appendix C acknowledging that he or she has received, read, and understands the Consent Order, and declaring that he or she will perform his or her duties in accordance with this Consent Order and the Fair Housing Act, 42 U.S.C. §§ 3601-3631.

18. During the term of this Consent Order, new employees, or agents who have responsibility related to the management of or rental of units at dwellings owned or managed by Defendants, shall be: (a) apprised of the contents of this Consent Order, including but not

limited to the New Policy, and of their obligations under the Fair Housing Act, 42 U.S.C. §§ 3601-3631, when their term, employment, or agency commences; (b) provided copies of this Consent Order and the New Policy; and (c) execute the statement contained in Appendix C no later than five (5) days following their first day of employment.

VI. REPORTING AND RECORD KEEPING

19. Defendants shall notify and provide documentation to the United States of the following events within 14 days of their occurrence:

a. The adoption, in accordance with Part V of this Consent Order, of the Reasonable Accommodation Policy;

b. The implementation of any change to the Reasonable Accommodation Policy;

c. The attendance of any person at an educational program required under Paragraphs 9-10 of this Consent Order by forwarding a completed certification in the form of Appendix A to this Consent Order;

d. The posting of the Nondiscrimination Policy in accordance with Part IV of this Consent Order;

e. The denial of a request for a reasonable accommodation by any person at the subject property, including the requester's name, address, and telephone number, the date of the request, the details of the request, and the written explanation provided to the requester for denying the request; and

f. The making of any written or oral complaint against the Defendants regarding discrimination on the basis of disability at the subject property, including a copy of the written complaint itself or a written summary of an oral complaint, and the name, address, and

telephone number of the complainant. Defendants shall also promptly provide the United States with information concerning resolution of the complaint.

20. Defendants shall be responsible for the preparation of annual compliance reports beginning on the anniversary of the entry of this Consent Order and continuing every year thereafter, except that the final report shall be submitted 60 days prior to the expiration of this Consent Order. The compliance report shall include: (a) copies of any advertising for the rental, leasing or sale of housing at the subject property in newspapers, in telephone directories, on radio, on television, on the internet, or in other media published since the effective date of this Consent Order or the submission of the prior compliance report; and (b) a list of all reasonable accommodation requests submitted to Defendants by persons at the subject property, including residents or prospective residents, since the effective date of this Agreement or the submission of the prior compliance report, including the name and contact information of the requester, the property at which the request was made, the date of the request, the nature of the request, and whether the request was granted or denied.

21. While this Consent Order remains in effect, Defendants shall preserve all records relating to their obligations under this Consent Order. Representatives of the United States shall be permitted, upon providing reasonable notice to the Defendants, to inspect and copy at reasonable times any and all records related to the Defendants' obligations under this Consent Order.

VII. RELIEF FOR COMPLAINANT PAULINA GUREVICH

22. Within 14 days of the entry of this Consent Order, Defendants shall deliver to the United States a check payable to Paulina Gurevich in the amount of \$7,000. Such check shall

fully satisfy any claim for damages by Complainant against Defendants arising from the events giving rise to this lawsuit.

23. As a prerequisite to receiving payment pursuant to Paragraph 22, Ms. Gurevich shall execute a release of all claims, legal or equitable, that she may have against the Defendants relating to the claims asserted in this lawsuit. This release shall take the form of Appendix D to this Consent Order. The United States shall deliver the signed release to counsel for the Defendants.

VIII. JURISDICTION, DURATION, AND SCOPE

24. This Consent Order is effective immediately upon its entry by the Court, and shall remain in effect for three years from the date of its entry.

25. The Court shall retain jurisdiction over this action and the parties thereto for the purpose of enforcing and modifying its terms while the Consent Order remains in effect.

26. The United States may move the Court to extend the period in which this Consent Order is in effect if the United States believes it is likely that the Defendants violated one or more terms of the Consent Order or if the interests of justice so require to effectuate the rights and obligations arising from this Consent Order. This action and the Complaint shall be deemed dismissed with prejudice upon the expiration of this Consent Order.

27. Any time limits for performance imposed by this Consent Order may be extended by mutual written agreement of the parties.

28. The terms of this Consent Order shall not be modified, revised, or altered unless mutually agreed upon in writing by the parties and approved by the Court.

29. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such

matters to the Court for resolution. However, in the event Defendants fail to perform in a timely manner any act required by this Consent Order or act in violation of any provision of this Order, the United States may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts and an award of damages, costs, and reasonable attorney's fees that may have been occasioned by the Defendants' violation or failure to perform.

30. The United States may take steps to monitor the Defendants' compliance with the Agreement, including conducting fair housing tests at the rental housing owned and/or managed by Defendants.

31. If, at any time before the expiration of this Consent Order, Defendants sell or otherwise relinquish their interest or management responsibilities for the subject property to a bona fide, independent, third-party in an arms-length transaction,¹ their obligations under this Consent Order, except for paragraph 22, shall cease. For purposes of this paragraph, a "bona fide, independent, third-party" is one in which neither Defendants nor their officers, members, executives, managers, partners, employees, subsidiaries, affiliates, or agents has any current or past financial, contractual, personal, or familial relationship.

32. If, at any time while this Consent Order remains in effect, Defendants maintain that their obligations under this Consent Order have terminated or changed because they have relinquished, sold or transferred their management duties or interest in the subject property to a bona-fide third party in an arms-length transaction, Defendants shall inform the United States

¹ For purposes of this Consent Order, "arms-length transaction" is defined as a transaction that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction. A transaction involving a corporate entity in which the Corporate Defendants, or any person related to the Corporate Defendants by corporate affiliation are officers, members, executives, managers, partners, employees, subsidiaries, affiliates, or agents, shall not be considered an arms-length transaction.

within 30 days of such transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, and the name(s) and contact information for the transferee.

33. If any transfer of interest in the subject property is not an arms-length transaction, Defendants shall remain jointly and severally liable, along with the transferee, for any violations of this Consent Order.

IX. COSTS OF LITIGATION

34. Except as provided for in Paragraph 29, all parties shall be responsible for their own attorney's fees and costs associated with this action.

X. TERMINATION OF LITIGATION HOLD

35. The parties agree that, as of the effective date of this Consent Order, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. To the extent that any of the parties previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the parties of any other obligations imposed by this Consent Order.

IT IS SO ORDERED:

This ____ day of _____, 2022.

HON. SCOTT W. SKAVDAHL
UNITED STATES DISTRICT JUDGE

Dated: March 24, 2022

Respectfully submitted,

L. ROBERT MURRAY
United States Attorney

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

/s/ Jeremy Gross

JEREMY GROSS

Assistant United States Attorney
United States Attorney's Office
Post Office Box 668
Cheyenne, WY 82003-0668
Tel: (307) 772-2124
Fax: (307) 772-2123

/s/ Noah D. Sacks

SAMEENA S, MAJEED

Chief
TIMOTHY J. MORAN
Deputy Chief
NOAH D. SACKS
Trial Attorney
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
4 Constitution Square
150 M St., NE Suite 800
Washington, DC 20530
Tel: (202) 305-1901
Fax: (202) 514-1116
noah.sacks@usdoj.gov

Attorneys for Plaintiff
United States for America

Dated: March 23, 2022


Karen Miyamoto
KAREN MIYAMOTO
9820 Ponderosa Ct.
Parker, CO 80134
T: 303-906-4641

DOUGLAS MIYAMOTO
9820 Ponderosa Ct.
Parker, CO 80134
T: 303-906-4641

Karen and Douglas Miyamoto
Pro Se

Dated: March 15, 2022

KAREN MIYAMOTO
9820 Ponderosa Ct.
Parker, CO 80134
T: 303-906-4641


DOUGLAS MIYAMOTO
9820 Ponderosa Ct.
Parker, CO 80134
T: 303-906-4641

Karen and Douglas Miyamoto
Pro Se

APPENDIX A

CERTIFICATION AND ACKNOWLEDGMENT

I certify that on _____, 20____, I received in-person training on the requirements of the federal Fair Housing Act. I understand and acknowledge my duties and responsibilities under the federal Fair Housing Act and under the Consent Order entered in the case of *United States v. Karen and Douglas Miyamoto.*, No. 0:22-cv-00070-SWS (D. WY.).

Signature

Name

Job Title/Position

Date

APPENDIX B

Reasonable Accommodation Policy

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities. Karen and Douglas Miyamoto, and their employees, agents, and designees, are committed to granting reasonable accommodations when necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling at any and all of his rental units.

Reasonable accommodations may include waiving or varying rules or policies to allow a resident with a disability to keep an “assistance animal.” An assistance animal is an animal that does work or performs tasks for the benefit of a person with a disability, or provides emotional support or other assistance that may be necessary to afford the person an equal opportunity to use and enjoy housing (“Assistance Animal”). The most common Assistance Animals are dogs, although other animals may qualify as assistance animals. Assistance Animals are not considered “pets” under our policies. We recognize the importance of Assistance Animals and are committed to ensuring that our tenants with Assistance Animals – whether occupants or renters – may keep them in their units.

If a resident or applicant with a disability requests a reasonable accommodation for an Assistance Animal, a determination will be made as to whether the animal may be necessary to afford the resident or applicant an equal opportunity to enjoy living in one of its units.² In some cases, both the disability and the necessity for the Assistance Animal are obvious – for example, a dog guiding an individual who is blind or has low vision, or a dog pulling the wheelchair of a person with a mobility disability. If this is the case, no further inquiry will be made and we will grant the resident or applicant the accommodation unless the presence of the animal (1) imposes an undue financial and administrative burden; (2) fundamentally alters the nature of our operations; or (3) would pose a direct threat to the health and safety of other people.

In the case of a resident or applicant who requests a reasonable accommodation for an Assistance Animal and the disability of the resident or applicant and/or the necessity for the Assistance Animal is not obvious, we may require a written verification from a health or social service professional³ indicating that the resident or applicant has a disability⁴ and the presence of

² The Fair Housing Act’s reasonable accommodation provisions apply to both residents and persons applying for residency.

³ “Health or social service professional” means a person who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

⁴ Under fair housing laws, a person with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities, is regarded as having such an impairment, or has a record of such an impairment.

the animal may be necessary to provide the resident an equal opportunity to use and enjoy his/her apartment.

We will not require:

- i. That the Assistance Animal have any special training or certification;
- ii. That the Assistance Animal be subject to breed, weight or age restrictions;
- iii. That the Assistance Animal be required to wear a vest or other insignia that identifies it as an Assistance Animal; or
- iv. That the resident or applicant pay any fee, deposit, or other charge for keeping the animal, or obtain insurance as a condition of keeping the animal.

If we seek verification of a tenant's or applicant's disability and the need for an Assistance Animal, we will not:

- i. Request whether a health or social service professional would be willing to testify in a court proceeding regarding the request for accommodation;
- ii. Require the health or social service professional to provide a curriculum vitae;
- iii. Require an interview with the health or social service professional.

In processing requests for Assistance Animals, we will take reasonable measures to protect the confidentiality of any information or documentation disclosed in connection with the requests. Such measures may include limiting access to such information to persons specifically designated to deal with requests for reasonable accommodations, who will disclose information only to the extent necessary to determine whether to grant the request, and keeping all written requests and accompanying documentation in a secure area to which only those designated persons have access, except as otherwise required by law.

A person with a disability may request a reasonable accommodation orally, but we may ask the person with the disability to complete or assist in completing a "Form to Request An Assistance Animal" (attached to this Policy). We will evaluate the requested accommodation regardless of whether the person completes the written form, but the person must cooperate in providing all information needed to complete the form.

If the resident or applicant requires assistance in completing the form, we will provide assistance or will fill out the form based on an oral request. We are using the form to record reasonable accommodation requests so that it can obtain only the information necessary to make a reasonable accommodation decision and not obtain confidential information that it does not need to make a reasonable accommodation decision.

Once we receive the request for an assistance animal and, if applicable, additional verifying information, we will provide a response within fourteen days. If a request is denied, an explanation for the denial will be included in the written notification of denial. If a person with a disability believes that a request has been denied unlawfully or that the response is delayed unreasonably, he or she may file a complaint with:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 Seventh Street, SW
Washington, DC 20410
(800) 669-9777

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint

United States Attorney's Office-District of Wyoming
Attn: Civil Division
Post Office Box 668
Cheyenne, WY 82003-0668

FORM TO REQUEST AN ASSISTANCE ANIMAL

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities. Karen and Douglas Miyamoto and their employees, agents and designees are committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at any and all of his rental units.

Under fair housing laws, a person is entitled to a reasonable accommodation if he or she has a disability that is defined as a physical or mental impairment that substantially limits one or more major life activities. The person also must show that he or she may need the accommodation because of the disability. Reasonable accommodations may include waiving or varying rules or policies to allow a resident to keep an assistance animal. An assistance animal is an animal that does work or performs tasks for the benefit of a person with a disability, or provides emotional support or other assistance that may be necessary to afford the person an equal opportunity to use and enjoy housing (“Assistance Animal”).

If you or someone associated with you has a disability and you believe that there is a need for an Assistance Animal as a reasonable accommodation at a property owned by Karen and Douglas Miyamoto please complete this form and, if applicable, the verification from the health care provider, and return them to Karen Miyamoto. Please check all items that apply and answer all questions. Karen Miyamoto will answer this request in writing within 14 days of receiving the request. All information provided to Karen Miyamoto in connection with this request will be kept confidential, except as otherwise required by law. If you require assistance in completing this form, please call the management office at (telephone number) for assistance or to make an oral request for a reasonable accommodation.

1. Do you require assistance filling out this form?

Yes No

If your answer is “Yes,” and you do not have someone who can assist you, please ask [name and phone number] to assist you in filling out this form.

If your answer is “No,” continue on to Question No. 2.

2. Today’s Date: _____

3. I am (please check one):

_____ **The person who has a disability and is requesting an Assistance Animal.** If so, continue to Question 4.

____ **A person making a request on behalf of or assisting the person with a disability** who needs an Assistance Animal. Please fill out the information below:

Name of person filling out form: _____

Address: _____

Telephone number: _____

Relationship to person needing Assistance Animal: _____

4. Name of person with a disability for whom a reasonable accommodation is being requested:

Phone number: _____

Address: _____

5. Identify the species of animal for which you are making a reasonable accommodation request e.g., “dog,” “cat”:

6. Provide the name and physical description (size, color, weight, any tag and/or license) of the animal for which you are making a reasonable accommodation request:

Signature of person making request

Date

Signature of person with disability

Date

Applicant Name: _____

TO BE COMPLETED BY THE PHYSICIAN, PSYCHIATRIST, OR OTHER HEALTH OR SOCIAL SERVICE PROFESSIONAL:

1. Please provide a statement verifying that the person has an impairment that substantially limits one or more of the person’s major life activities.

2. Please state whether the animal is necessary for the person to have an equal opportunity to use and enjoy housing or alleviate one or more of the effects of the person’s disability. If so, please explain how it helps.

Name: _____

Title: _____

Address: _____

Telephone: _____

Signature

Date

TO BE COMPLETED BY MANAGEMENT:

Form accepted by: _____

Signature

Date

APPENDIX C

Certification of Receipt of Consent Order

I certify that I have received a copy of the Consent Order entered by the Court in *United States of America v. Karen and Douglas Miyamoto*. I further certify that I have read and understand the Consent Order, that any questions I had concerning it were answered, and that I understand that the Defendants may be sanctioned or penalized if I violate the Consent Order.

(Signature)

(Printed name)

(Title)

(Date)

APPENDIX D

RELEASE OF CLAIMS

In consideration of the parties' agreement to the terms of the Consent Order entered in *United States v. Karen and Douglas Miyamoto.*, No. 0:22-cv-00070-SWS (D. WY.), and the Defendants' payment to me of \$7,000, I, _____, hereby release Defendants Karen and Douglas Miyamoto from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the above-referenced action. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Signature

Name

Date